

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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DEBORAH SANTIAGO-LARACUENTE, :  
Plaintiff, :  
:

v. :  
:

TARO PHARMACEUTICALS U.S.A., INC., :  
Defendant. :  
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**ORDER OF DISMISSAL**

17 CV 8867 (VB)

On March 16, 2018, the parties in this Fair Labor Standards Act case filed a settlement agreement (Doc. #16, Ex. 1), and a joint statement explaining the basis for the agreement (Doc. #16), as required by Cheeks v. Freeport Pancake House, Inc., 796 F.3d 199 (2d Cir. 2015).

The Court has considered the following factors: (i) the parties' position as to the proper valuation of plaintiff's claims; (ii) the risks and costs of continuing to litigate; (iii) that plaintiff is represented by counsel; (iv) that plaintiff no longer works for defendants; (v) that the release set forth in paragraph 1 of the settlement agreement is limited to wage-related claims; (vi) that the settlement agreement does not contain confidentiality or non-disparagement provisions; (vii) that plaintiff is receiving an amount in excess of the estimated unpaid overtime wages claimed to be owed; and (viii) the representation that all parties desire to resolve this action early and avoid the costs and uncertainty associated with drawn-out litigation.

Based on the foregoing, the Court finds that the settlement agreement is fair and reasonable, and the product of arm's-length negotiation, not fraud or collusion.

Moreover, the Court finds the attorneys' fees to be fair and reasonable under the circumstances.


**CONCLUSION**

The parties' settlement agreement (Doc. #16, Ex. 1) is APPROVED, and the case is DISMISSED with prejudice.

The Clerk is instructed to close this case.

Dated: March 20, 2018  
White Plains, NY

SO ORDERED:

A handwritten signature in black ink, appearing to read 'Vincent L. Briccetti', written over a horizontal line.

Vincent L. Briccetti  
United States District Judge